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AGREEMENT

Between

Jersey City, City of  
CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY

AND

PATROLMEN'S BENEVOLENT ASSOCIATION

( N.J. WEIGHTS AND MEASURES  
LOCAL 203 )

X JULY 1, 1985 through December 31, 1987

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PREAMBLE

This AGREEMENT entered into this 11th day of December 1986, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "CITY"), and the PATROLMEN'S BENEVOLENT ASSOCIATION, N.J. WEIGHTS AND MEASURES, LOCAL 203, (hereinafter called the "UNION") represents the complete and final understanding on all bargainable issues between the City and the Union.

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ARTICLE I.

RECOGNITION.

A. The City hereby recognizes the above Local as the sole and exclusive representatives of Weights and Measures Officers covered under this agreement (MUNICIPAL SUPERINTENDENT OF WEIGHTS & MEASURES AND ASSISTANT SUPERINTENDENTS OF WEIGHTS AND MEASURES) for the purpose of collective negotiations with respect to rates of pay, wages, hours of work and other working conditions.

ARTICLE II.

MAINTENANCE OF STANDARDS .

A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this AGREEMENT.

B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

### ARTICLE III.

#### UNION REPRESENTATIVES .

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises, notice shall be given within a reasonable time and that there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. All meetings between the parties for purposes of negotiations shall be scheduled whenever possible to take place when the employees involved are free from assigned duties. When, however, the parties mutually determine that a meeting shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed five (5), shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Two Assistant Superintendents of the bargaining unit shall be granted time off to attend the State of New Jersey Weights and Measures Convention and the P.B.A. union convention, not to exceed four (4) days per person, per year.

D. One (1) member of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees.

E. Elected officers and Union delegates not to exceed three (3) shall be granted time off to attend local meetings and caucuses provided operation of the City is not impeded by the granting of such request for time off.

F. The President of the Union, or in his absence, his authorized representative, shall be entitled to devote such reasonable time as he deems necessary to administer and enforce the provisions of this agreement provided that this entitlement shall not be abused. The Union President shall first report to his Division of Department Director.

ARTICLE IV.

EXTRA CONTRACT AGREEMENTS .

A. The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I of this Agreement, individually or collectively, which in any way conflicts with the terms, intent and provisions of this Agreement.

ARTICLE V.

NON DISCRIMINATION .

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or refraining from activity on behalf of the Union.

ARTICLE VI.

LEAVE OF ABSENCE .

A. The City may grant the privilege of a leave of absence for good cause without pay, to an employee for a period not to exceed six (6) months at any one time, provided that the employee has been employed on a continuous basis for for six (6) months.

B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months, only by formal recommendation of the division head and approval of the appointing authority.

ARTICLE VII.

MANAGEMENT RIGHTS .

A. The City hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the Civil Service Department of New Jersey.

ARTICLE VIII.

BEREAVEMENT LEAVE .

A. In the event of a death in the eligible employee's immediate family, he shall be entitled to time off with pay from the day of death up to and including the day after the funeral, but not to exceed five (5) working days.

B. Immediate family, for purposes of this Article, shall be defined as follows, husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any relative residing in the employee's household.

C. An eligible employee shall also be entitled to one (1) day off for the attendance at the funeral of an aunt, uncle, niece, or nephew of himself or his spouse, unless the relative resides in the employee's household, in which case paragraph B applies.

D. Payment shall only be made for such of the five (5) days as falls upon a regularly scheduled working day.

E. Reasonable verification of the event shall be required.

ARTICLE IX .

MILITARY LEAVE .

A. Employees employed by the City of Jersey City shall be granted all applicable rights with regard to military leave under the State Statutes and Federal Laws governing same.

ARTICLE X.

WORK HOURS AND OVERTIME .

A. The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

B. For all full time employees, the regular work week shall consist of thirty-five (35) hours in any five (5) days, thirty (30) working hours and one (1) lunch period per day.

~~C.~~ Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given to the Union one (1) week prior to the intent to make such change, whenever practical.

D. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after the effective date of this Agreement on a schedule of any five (5) consecutive work days.

ARTICLE XI .

LONGEVITY.

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$200.00
After ten (10) years of service	\$400.00
After fifteen (15) years of service	\$600.00
After twenty (20) years of service	\$800.00
After twenty-five (25) years of service	\$1,000.00
C. After thirty (30) years of service	\$1,200.00

ARTICLE XII.

HOLIDAYS AND PERSONAL BUSINESS DAYS.

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election (November ) Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Martin Luther King Day  
Christmas Day

B. Whenever any of the holidays listed above falls on Saturday, the preceeding Friday shall be observed as the holiday.

C. Whenever any of the holidays listed above falls on Sunday, the suceeding Monday shall be observed as the holiday.

D. Each employee in the bargaining unit shall be entitled to three (3) personal business days per annum which shall be utilized in accordance with current practice which requires that the days shall not accumulate from year to year.

ARTICLE XIII.

SENIORITY.

A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surname.

C. Seniority lists shall be established in the appropriate work unit.

1. In case of lay-offs, demotions, determination of vacation schedules and overtime, seniority lists shall be utilized as one factor along with ability to perform and job titles.

D. Seniority determination shall be in accordance with Civil Service rules and regulations wherever applicable.

ARTICLE XIV.

CHANGES, SUPPLEMENTS OR ALTERATIONS .

Any provisions of this Agreement may be changed, supplemented or altered provided both parties mutually agree in writing to re-open negotiations on the matter in issue. Any modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

ARTICLE XV.  
SAFETY AND HEALTH .

A. The employer shall maintain safe and healthful working conditions consistent with the duties of the bargaining unit members.

B. Effective January 1, 1984, employees shall receive an annual allowance for the purchase of necessary uniforms and special oil work shoes. This annual payment of \$150.00 shall be made in October of each year for employees who have been continuously employed since January 1 of that year. Any employee working any part of the year shall receive a pro rata share of this allowance. This payment shall be in lieu of any obligation on behalf of the City to provide employees with wearing apparel, tools or devices needed to insure their safety and health.

ARTICLE XVI.

RETIREMENT AND TERMINAL LEAVE .

A. Employees shall retain all pension rights under the ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. Members of the bargaining unit who retire shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, sick time, and unused personal time.

1. Beginning on the date of execution of this agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

2. In the event an employee suffers a bona fide long term illness, he may apply to a review committee to restore the sick leave used thereby, if the illness takes place within the five (5) years immediately prior to retirement. The committee shall consist of one (1) representative of the Union and one (1) representative of the City. If the committee members cannot agree, an arbitrator will be selected pursuant to the Contractual Grievance procedure set forth herein, and his decision shall be binding.

C. In the event an employee eligible for retirement dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee.

D. In the event of death, all unused sick time for the year of death shall be prorated, inclusive through the month of death and shall be paid to the estate for an employee not eligible for retirement.

E. All vacation time not granted an employee shall be paid to the estate in the event of his death to include vacation time for the year of his death.

## ARTICLE XVII.

### NON-CONTRACTUAL GRIEVANCE PROCEDURE .

#### A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.

#### B. DEFINITION

The term "grievance" as used herein means any controversy arising over the application of City Policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

#### C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

##### 1. STEP ONE

a. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence

of the event being grieved by submitting the grievance in writing to the Division Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Division Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Division Director shall render a decision in writing within five (5) days after receipt of the grievance.

## 2. STEP TWO

a. In the event the grievance is not settled through Step One, it shall be filed by the grievant with the Department Director or his designee within five (5) days following the determination by the Division Director. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party requests same, a conference shall be held regarding the grievance between the Grievant and his representative and the Department Director or his designee.

c. The Department Director or his designee shall render a decision in writing within five (5) days from the date of receipt of the grievance or the date of the conference, whichever is later.

## 3. STEP THREE

a. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Department Director or his designee, the grievant

shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall deem to constitute an abandonment of the grievance.

b. In the event either party deems it valuable a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have.

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## CONTRACTUAL GRIEVANCE PROCEDURE .

### A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided the Greivance Committee may be present as an observer at any hearing on the individual's greivance.

### B. DEFINATION

The term "grievance" as used herein means any controversy arising over the interpretation or sdherence to the specific and express written terms of this Agreement.

### C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

#### 1. STEP ONE

a. An aggreived employee shall institute action under the provisions hereof within ten (10) days of the occurance of the event being grieved by submitting the grievance in writing to the Division Director. An earnest effort shall be made to settle the differ-

ences between the aggrieved employee and the Division Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Division Director shall render a decision in writing within five (5) days after the receipt of the grievance.

## 2. STEP TWO

a. In the event the grievance is not settled through Step One, it shall be filed by the grievant with the Department Director or his designee within five (5) days following the determination by the Division Director. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party requests same, a conference shall be held regarding the grievance between the Grievant and his representatives and the Department Director or his designee.

c. The Department Director or his designee shall render a decision in writing within five (5) working days from the date of receipt of the grievance or the date of the conference, whichever is later.

## 3. STEP THREE

a. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the

City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the greivance.

b. In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the Grievant and his representative. A written answer to said greivance shall be submitted within ten (10) days from the receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later.

#### 4. STEP FOUR

a. If the greivance is not settled through Steps One, Two, and Three, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute an abandonment of the grievance.

b. However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration, and the Union shall pay all costs incurred by the City in processing the matter to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. Any award rendered by an Arbitrator shall be subject to de novo review by the Courts and shall be upheld only if there was clear evidence in the record before the arbitrator in support of the award.

d. The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

e. The decision shall be final and binding on all parties.

D. MISCELLANEOUS PROVISIONS .

1. The Union president, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

ARTICLE XVIII.

VACATIONS

A. All permanent employees shall be entitled to the following vacations:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to the end of the first calendar year	1 working day for each month
1st year of service	12 working days
2 to 5 years of service	17 working days
6 to 10 years of service	20 working days
11 to 15 years of service	25 working days
16 years and over	30 working days

B. All temporary employees shall be entitled to the following vacation:

Up to the end of the first calendar year	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year the City shall notify the employee of the number of vacation days the employee has due.

E. All vacation time not granted an employee shall be paid to the estate in the event of his death to include vacation time for the year of his death.

ARTICLE XIX

NO STRIKE PLEDGE

A. The Union will actively discourage and will take whatever affirmative steps must be taken to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action.

B. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union, or any other remedy provided by law.

ARTICLE XX

SICK LEAVE

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. AMOUNT OF SICK LEAVE

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick time not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment not to exceed ten (10) working days and then ten (10) working days for each calendar year thereafter.

5. Paragraphs 2 and 3 of this section B. shall apply to permanent and temporary employees.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If any employee is absent for reasons that entitle him to sick leave, his Supervisor or Foreman shall be notified within thirty minutes after starting time.

2. Failure to notify the employee's Supervisor or Foreman may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above provision, where abuse is suspected. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth. The City shall have the right to dispatch a physician from the Division of Medical Services to examine any employee on sick leave.

3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return

to duty, to be examined by a physician designated by the City at the expense of the City. Such examinations shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeprodize the health of other employees.

## ARTICLE XXI

### INSURANCE, HEALTH AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth. For all benefits in this article, the eligibility date for all new employees shall be the same as per Blue Cross/Blue Shield which are in accordance with the state Health Benefits Plan.

B. The City shall provide life insurance in the amount of Ten Thousand (\$10,000.00) Dollars and accidental death and dismemberment insurance in the amount of Twenty Thousand (\$20,000.00) Dollars for each employee up to the age of sixty-five (65) Thereafter, the amount shall be reduced to Five Thousand (\$5,000.00) Dollars.

C. Hospitalization: Employees shall receive fully paid Blue Cross/Blue shield, with Rider J and Major Medical to cover themselves and their dependents. In addition, said coverage, except for Rider J, shall be provided to all employees retiring after July 1, 1972, in accordance with State Statute covering same.

D. The City shall supply to employees all necessary legal advise and counsel in the defence of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgements against said employees from such claims.

E. The City will provide a family prescription plan. The maximum any employee will have to pay is \$2.00 on prescription.

F. The City will provide an optical plan to employees and their families. to a maximum reimbursement of \$50.00.

G. The City shall have the right to change insurance carriers, so long as substnatially similar benefits are provided.

H. The City will continue to provide Dental Coverage to employees and their fomilies as is currently in effect.

ARTICLE XXII

OVERTIME

A. Employees working in excess of their regularly scheduled work week shall receive time and one-half for all hours so worked.

B. Employees not regularly scheduled to work on weekends as part of their normal work shall be compensated as follows:

1. For work performed on the sixth day at the rate of time and one-half.

2. For work performed the seventh day, at the rate of double time.

3. For work performed on holidays, triple time.

C. Employees recalled on emergency work regardless of starting time shall receive a minimum guarantee of four (4) hours at the premium rate, provided, however, the City shall have the right to retain the employees for that period of time.

D. There shall be no compensatory time given in lieu of work that can be considered overtime.

E. Except in emergency, the City will notify the Union prior to scheduling overtime.

F. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.

ARTICLE XXIII

WAGES

A. Wage rates for ASSISTANT SUPERINTENDENT OF WEIGHTS & MEASURES within the bargaining unit shall be increased in accordance with the following schedule:

Effective 11/11/1985	\$300.00
3/15/1986	\$700.00
10/11/1986	\$800.00
3/14/1987	\$700.00
9/12/1987	\$800.00

B. Any employee who surpasses maximum as a result of the increase shall have the labor grade increased to encompass the raise.

C. If an employee is on extended leave, his check may be mailed upon written authorization from the employee.

D. Any error in an employee's pay check of one (1) days pay or more shall be corrected by a supplemental check within eight (8) days.

E. Wage rates for MUNICIPAL SUPERINTENDENT OF WEIGHTS & MEASURES within the bargaining unit shall be increased in accordance with the following schedule:

Effective 11/11/1985	\$350.00
3/15/1986	\$750.00
10/11/1986	\$850.00
3/14/1987	\$700.00
9/12/1987	\$850.00

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXV

SAVINGS CLAUSE

If any provision of this contract is found to be invalid by Legislation or by a Court or Administrative Agency of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

ARTICLE XXVI

DUES CHECK-OFF REPRESENTATION FEE

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of the signed Union cards, the same to be deemed authorization to deduct dues, once a month and shall remit the dues deducted to the Treasurer of the Union monthly.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15) day of each month following pay period in which the deductions were made.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues, prior to the effective date of any such change.

D. The Union will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union prior to January 1, and July 1 of each year, a list of any employee requesting the termination of dues check-off.

F. Representation Fee

1. Purpose of Fee

If any eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of the amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed,

said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

### 3. Deduction and Termination of fee

#### a. Notification

The City will notify the Union upon hiring each employee and the city will deduct from the salaries of such employees, in accordance with Paragraph B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### b. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

#### c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes

The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceeding 30 day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3a above.

4. Indemnification

The Union in exchange for implementation of said Agency Shop hereby agrees to hold the City harmless against any and all claims or suits or any other liability occuring as the result of the implementation of this Agency Shop provision.

ARTICLE XXVII

MISCELLANEOUS

A. In the event an employee is suspended as a result of disciplinary action, the Union shall be forthwith notified of said action.

B. Part time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance, and a pro rata share of monetary increases mandated by this Agreement.

C. All part time employees working less than twenty (20) hours shall receive a pro-rata share of time off, including vacation, sick leave and holiday time, but shall receive no other benefits except as specifically set forth in this Agreement.

D. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this agreement. Any increases provided to such employees shall be funded only to the extent possible with funds available through the grant program.

## ARTICLE XXVIII

### OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

#### A. TEMPORARY APPOINTMENTS

If an employee is assigned to fill an open position in an acting capacity pending a Civil service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period the employee shall receive either an increase of five (5%) percent of the minimum pay of the title to which he is being assigned, whichever is greater. The City shall call for an examination within the thirty (30) day period. In the event the employee is returned to his previous title, he shall revert to the original salary.

#### B. OUT OF TITLE WORK

Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out of title" capacity, and shall receive an additional five(\$5.00) dollars for each full day of such "out of title" service.

C. Snow removal work, whether on regular time or over time, shall not be assigned to supervisory employees for the performance of non-supervisory duties, except in the event there is insufficient non-supervisory manpower to perform the task. It is recognized by both parties, however, that the overriding obligation of both parties is to complete snow removal work and the snow removal task with manpower utilization determined in the best interest of fulfilling that obligation subject to the terms set forth in this section as to supervisory personnel.

ARTICLE XXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1985 and shall remain in effect to and including December 31, 1987, without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

PATROLMAN'S BENEVOLENT  
ASSOCIATION, N.J. WEIGHTS  
AND MEASURES, LOCAL 203.

BY: David Grisi

CITY OF JERSEY CITY, HUDSON  
COUNTY, NEW JERSEY

BY: Anthony R. Cucci  
ANTHONY R. CUCCI, MAYOR

WITNESS: Helene J. Kozma

Helene J. Kozma  
Deputy City Clerk

WITNESS: Benjamin Lopez

Benjamin Lopez  
BENJAMIN LOPEZ, BUSINESS  
ADMINISTRATOR

DATED:

December 23, 1986

WITNESS: Louis Ippolito

Louis Ippolito  
LOUIS IPPOLITO, DIRECTOR  
OF LABOR RELATIONS